

rescinded

AGREEMENT, hereinafter referred to as "this Agreement," entered into as of the 20th day of May , 1964, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created pursuant to Chapter 121 of the General Laws of the Commonwealth of Massachusetts, as amended, which together with any successor public agency designated by or pursuant to law, is herein called "the Agency," and MASSACHUSETTS GENERAL HOSPITAL, a charitable hospital corporation organized and existing under the laws of the Commonwealth of Massachusetts, herein called "the Redeveloper."

Recitals

WHEREAS, in furtherance of the objectives of Chapter 121 of the General Laws of the Commonwealth of Massachusetts, as amended, the Agency has undertaken a program for the clearance and reconstruction of slum and blighted areas in the City of Boston, herein called "the City" and in this connection has undertaken a project, sometimes known as "the West End Project" located in the area bounded generally by Allen, Blossom, Cambridge, Staniford, Lowell and Charles Streets, which area is herein called the "Project Area";

WHEREAS the Agency, pursuant to the provisions of said Chapter 121 of the General Laws of the Commonwealth of Massachusetts, as amended, has formulated a land assembly and redevelopment plan for the Project Area entitled "West End Redevelopment Plan", which plan as amended is herein called "the Plan";

WHEREAS, under the Plan, Allen Street was widened and relocated at its intersection with Blossom Street and the entire street was renamed Blossom Street, and the relocation of Allen

Street at its intersection with Blossom Street has resulted in there being a parcel of land of the Project Area, principally a portion of the old location of Allen Street, which is separated from other land of the Project Area by new Blossom Street and designated in the Plan as a Buffer Zone;

WHEREAS, this parcel of land is now contiguous to other land of the Redeveloper and is of such size and shape to be of little value for redevelopment as a separate parcel, but may be of value to the Redeveloper when incorporated with other land now owned by the Redeveloper in future plans for the enlargement or reconstruction of the hospital facilities of the Redeveloper; and

WHEREAS, the Redeveloper desires to acquire said parcel from the Agency for future use of the Redeveloper, said parcel being described as Parcel 9 on a plan entitled "Parcel 9 of West End Land Assembly and Redevelopment Plan" prepared by J. L. Hayden Associates, Inc., dated March 27, 1962, and herein called the "Property".

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the agreement of the other party hereto, does covenant and agree that:

General Terms of Conveyance of the Property

1. (a) Subject to all the terms, covenants and conditions of this Agreement, the Agency will convey the Property to the Redeveloper upon payment in full by the Redeveloper which payment the Redeveloper hereby agrees to make, of a purchase price in the amount of \$1.35 per square foot for the Property having an agreed area of 5,32^{1/4} square feet or the total sum of Seven Thousand One Hundred Eighty-Seven and 40/100 (\$7,187.40) Dollars.

(b) The Agency will convey title to the Property to the Redeveloper by quitclaim deed or deeds, herein collectively called "the Deeds". Such conveyance and title shall be subject to the easements, conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement.

(c) The Agency will deliver the Deed and possession of the Property to the Redeveloper on or before ~~May~~^{June} 15, 1964, or on such earlier date as the Agency and the Redeveloper may agree upon. Conveyance shall be made at the principal office of the Agency and the Redeveloper hereby agrees to pay the Agency at the aforesaid time and place the purchase price in full in cash or by certified or bank cashier's check payable in Boston funds.

Preparation of Land for Redevelopment

2. (a) It is agreed and understood by the Agency and the Redeveloper that the Property is to be conveyed in its present condition and that there are no buildings and structures on the Property.

(b) The Redeveloper agrees to accept title to the Property subject to existing easements of the City for sewer and water installations in that part of the Property which was formerly the location of Allen Street, and to such existing easements of the Boston Edison Company as may exist in that part of the Property which was formerly the location of Allen Street and or formerly the location of Spring Street.

Construction Improvements

3. (a) It is agreed and understood by the Agency and the Redeveloper that the Redeveloper is under no obligation to construct or make improvements on the Property and may retain the property in its present use under the Plan as a Buffer Zone

or change the use in accordance with the Plan and applicable State and local law. The Redeveloper contemplates that the Property will be used in the expansion or reconstruction of the facilities of the Redeveloper, and the Redeveloper will request the Agency to re-classify the Property under the Plan from a Buffer Zone to permit the Redeveloper to construct improvements on the Property.

(b) The Agency agrees to cooperate with the Redeveloper in changing the land use of the Property from a Buffer Zone to enable the Redeveloper to use the Property for its purposes when requested by the Redeveloper.

(c) The Agency agrees to cooperate with the Redeveloper in changing the location of the utilities presently on the Property at such time as the Redeveloper desires to change the land use of the Property and make improvements on the Property.

Land Uses

4. (a) The Redeveloper agrees for itself and its successors and assigns to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper and such successors and assigns shall:

(i) Devote the Property to, and only to and in accordance with, the uses specified in the Plan for the Property as now or hereafter amended from time to time;

(ii) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental

or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof;

(iii) Not effect or execute any agreement, lease conveyance or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color or national origin in the sale, lease or occupancy thereof;

(iv) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Property.

(b) It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, any successor in interest to the Redeveloper of the Property or any part thereof and the owner of any other land, or of any interest in such land, in the Project Area which is subject to the land use requirements and restrictions of the Plan, against the Redeveloper, its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in clause (a) (i) shall

remain in effect until July 22, 2007 at which time such agreement and covenant shall terminate and that provided in clauses (a) (ii), (iii) and (iv) shall remain in effect until July 22, 2057; Provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

(c) In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in subsection (a) of this section both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Prohibitions Against Assignment and Transfer

5. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

- (a) the importance of the redevelopment of the Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible,

the qualifications and identity of the Redeveloper are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

- (a) Except only
 - (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary

to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making any improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the completion of any improvements make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency.

Mortgage Financing; Rights of Mortgagees

6. (a) Neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except, and only to the extent necessary, for the purpose of obtaining funds for making the improvements. It is further agreed that the Redeveloper (or successor in interest) shall notify the Agency in advance of any mortgage financing it proposes to enter into with respect to the Property and in any event that it shall promptly notify the Agency of any encumbrance or lien that has

been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purpose of such mortgage financing as may be made pursuant to this Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such sub-division, in the opinion of the Agency, is not inconsistent with the purposes of the Redevelopment Plan and this Agreement.

(b) Notwithstanding any of the provisions of this Agreement, including but not limited to those representing covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the Property or such part from or through such holder or (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, That nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or authorized in the Plan, as hereafter amended from time to time, and in this Agreement.

Remedies

7. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party thereto or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, and in the case of the Agency, the right to apply the Deposit to and in payment of the damages suffered by it, or by the City (in the form of loss of tax revenues from the Property (or the anticipated improvements thereon), or otherwise), as a result of the default or breach.

8. (a) Simultaneously with the execution of this Agreement the Redeveloper has paid to the Agency the sum of One Thousand Dollars (\$1,000.) as a deposit on account of the purchase price for the Property which deposit shall be credited against the purchase price upon delivery of the Deed by the Agency to the Redeveloper. In the event the Agency is unable to convey a good and clear record and marketable title thereto free from encumbrances except provisions of existing building and zoning laws, and the covenants and restrictions provided in this Agreement, on or before ^{June} ~~May~~/15, 1964, or such date to which this

Agreement may be extended in writing by the Agency and Re-developer, this Agreement shall terminate and the Agency shall refund the deposit to the Redeveloper.

Miscellaneous Provisions

9. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Re-developer or successor or on any obligations under the terms of this Agreement.

10. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the Redeveloper's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's non-compliance with the non-discrimination clauses of this section, or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further agreements in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of paragraphs (a) through (g) of this section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Redeveloper becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Agency, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

11. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(i) in the case of a notice or communication to the Redeveloper, is addressed as follows:

Office of the Treasurer, Massachusetts General Hospital, 45 Milk Street, Boston, Massachusetts, and

(ii) in the case of a notice or communication to the Agency is addressed as follows:

Kane Simonian, Executive Director, Boston Redevelopment Authority,

73 Tremont Street, Boston 8, Massachusetts,

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this section.

12. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

13. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14. This Agreement is executed in five counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

15. Changes by mutual consent. This Agreement cannot be changed or amended without the prior written concurrence of the Housing and Home Finance Agency, the written consent of the parties to this Agreement and the holder of any mortgage, if any, upon the Property or any portion thereof affected thereby, and the

insurer of the indebtedness secured by any such mortgage. This Agreement shall not be assigned by the Redeveloper without the prior written consent of the Agency, provided that no waiver or extension of time under this Agreement shall be valid without the prior written concurrence of the Housing and Home Finance Agency.

16. This Agreement is subject to the written concurrence of the Housing and Home Finance Agency.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Redeveloper has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

(SEAL)

By _____

ATTEST:

MASSACHUSETTS GENERAL HOSPITAL

By _____

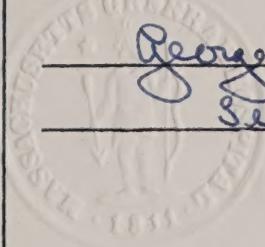
George S. Wells

ASSISTANT TREASURER

ATTEST:

George S. Wells

Secretary



The Massachusetts General Hospital

TRUSTEES

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HENRY R. GUILD, TREASURER

GEORGE S. WELD, SECRETARY AND
ASSISTANT TREASURER

OFFICE OF THE TREASURER, FORTY FIVE MILK STREET, BOSTON 02109

May 5, 1964

TO WHOM IT MAY CONCERN:

This is to certify that at a meeting of the Board of Trustees of The Massachusetts General Hospital, duly called and held on Friday, March 6, 1964, at which a quorum was present and acting throughout:

"It was VOTED to authorize the Treasurer or Assistant Treasurer to purchase 5,324 (more or less) feet of land near Blossom Street from the Boston Redevelopment Authority and to sign an agreement with the Authority for the purchase of this land in such form as he may deem advisable."

And I further certify that Henry R. Guild is the present Treasurer of the Hospital and George S. Weld the present Assistant Treasurer of the Hospital.

Attest:



George S. Weld

George S. Weld
Secretary

